

RETURN DATE: AUGUST 19, 2014	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES INC.;	:	
	:	
and	:	
	:	
NUCAP US INC., as successor to ANSTRO	:	
MANUFACTURING, INC.;	:	
	:	
VS.	:	J.D. OF NEW HAVEN
	:	
PREFERRED TOOL AND DIE, INC.;	:	AT NEW HAVEN
	:	
and	:	
	:	
PREFERRED AUTOMOTIVE	:	
COMPONENTS, a division of PREFERRED	:	
TOOL AND DIE;	:	
	:	
and	:	
	:	
ROBERT A. BOSCO, JR.	:	JULY 21, 2014

COMPLAINT

Plaintiffs Nucap Industries Inc. (“Nucap Industries”) and Nucap US Inc., as the successor to Anstro Manufacturing (“Nucap US”) (collectively “Plaintiffs” or “NUCAP”), bring this Complaint against Defendants, Preferred Tool and Die, Inc., Preferred Automotive Components, a division of Preferred Tool and Die (collectively “Preferred”), and Robert A. Bosco, Jr. (“Bosco”) (collectively, “Defendants”), and state as follows:

INTRODUCTION

1. Through this action, Plaintiffs seek to remedy the unauthorized and unlawful use of their valuable trade secrets by Defendants, who upon information and belief have capitalized on the access that Bosco had to Plaintiffs’ trade secrets as a former employee of Nucap US. Upon information and belief, Preferred has used Plaintiffs’ trade secret information in the course of establishing a competing business for the sale of brake component parts.

Bosco's actions, upon information and belief, have been accomplished through the violation of the Confidentiality and Intellectual Property Agreement that he signed, and which NUCAP seeks to enforce.

2. NUCAP is a global leader in the design, development, manufacturing, marketing, and sale of brake components.

3. Plaintiffs have invested considerable time and resources in the development of their product lines and maintain reasonable efforts to protect all manners of information regarding the design, development, manufacturing and marketing of their products. The aforementioned information is proprietary and confidential to Plaintiffs and derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons (including Preferred) who can obtain economic value from its disclosure or use.

4. Until recently, Preferred had not been a competitor of NUCAP in the market for "shims" (thin layers of rubber or metal that fit between the brake pads and the rotors and function primarily to reduce brake noise), "caliper hardware" (the hardware associated with calipers, which operate to slow the car's wheels by pressing against the rotors), and similar brake component parts—that is, until Bosco left his position working for Nucap US and became associated with Preferred.

5. The timing of Preferred's entry into the marketplace for shims, caliper hardware and other competitive products, upon information and belief, is not coincidental. Upon information and belief, it is part of a concerted plan by Preferred to steal NUCAP's trade secrets, confidential information, and intellectual property, to unfairly compete with Plaintiffs and create product lines using NUCAP's proprietary, confidential and trade secret information.

6. The access and use of this information is providing and has provided Preferred with an unfair advantage that Preferred would not have without access to NUCAP's proprietary, confidential and trade secret information.

THE PARTIES

7. Plaintiff Nucap Industries is an Ontario, Canada corporation with a principal place of business located at 3370 Pharmacy Avenue, Toronto, Ontario, MIW 3K4, Canada.

8. Plaintiff Nucap US is a Delaware corporation with a principal place of business at 238 Wolcott Road, Wolcott, Connecticut.

9. Nucap US is the successor to Anstro Manufacturing, Inc.

10. Defendant Preferred Tool and Die is a Connecticut corporation with a principal place of business at 30 Forest Parkway, Shelton, CT 06484-6122.

11. Defendant Preferred Automotive Components is, upon information and belief, a division of Defendant Preferred Tool and Die.

12. Defendant Robert Bosco is an individual who, upon information and belief, resides at 13 Executive Hill Road, Wolcott, Connecticut.

13. Bosco was previously employed by Nucap US.

JURISDICTION AND VENUE

14. This Court has personal jurisdiction over Defendants because Defendants conduct business in this State, reside in this State, breached duties owed to Plaintiffs in this State, and because a substantial part of the events and omissions giving rise to this action took place in this State.

15. Venue is proper in this District because Bosco is a resident of this Judicial District and a substantial part of the transactions and events giving rise to this action took place in this Judicial District.

FACTUAL BACKGROUND

Plaintiffs' Business

16. NUCAP is a global leader in brake components and specializes in the manufacture and design of all lines of brake products.

17. Nucap US is the successor to Anstro Manufacturing, Inc. and is a wholly owned subsidiary of Nucap Industries.

18. Like Nucap Industries, Nucap US is similarly engaged in the business of manufacturing, designing, and selling all lines of brake products.

19. The product portfolio for NUCAP ranges from high quality brake pad backing plates, shims, attaching hardware, abutment hardware, and springs used in cars, buses, trucks, motorcycles, aviation and trains.

20. NUCAP is a noise, vibration, harshness ("NVH") leader through the innovations developed at its state of the art research and development center.

21. NUCAP invests significant resources in the development, design, and marketing for all of its products.

22. Because brakes and brake pads are vital to the safety of a vehicle, NUCAP invests heavily in the research and development of the brake system, including all component parts in the brake system.

23. Through its research and development efforts, NUCAP has become an industry leader in brake components and prides itself on the company's ability to manufacture and develop new and innovative product lines.

24. All of Plaintiffs' strategic efforts to develop and grow their business lines are confidential to those outside of Plaintiffs' core business team.

The Science Behind How Brakes Work

25. As set forth above, brake shims are thin layers of rubber or metal that fit between the brake pads and the rotors and function primarily to reduce brake noise. Without shims, the individual components of the brake would cause significant vibration and noise.

26. High quality brake shims are multilayered with varying grades of dampening materials. Engineers tune these layers to get the best NVH qualities for that specific brake system. If the shim is not making contact with the brake pad, it will not do its job.

27. The science behind designing, developing, and manufacturing optimally-performing brake shims is highly technical, involves significant trial and error over the course of many years, and requires special equipment for testing which is not generally known by those outside of this very narrow industry. Put simply, a company (even one connected to the automotive industry) could not just one day decide to enter the market for the design, development and manufacturing of brake shims and thereafter, within a few months, have an optimally-performing product(s) ready to market.

28. Similarly, the science behind developing caliper hardware – the hardware associated with calipers, which allows the brake pads to slide effectively within the caliper in order to press against the rotor to slow or stop the vehicle– also is highly technical, involves significant trial and error over the course of many years, and requires special equipment for testing which is not generally known by those outside of this very narrow industry. As with brake shims, a recent entrant into the market for the design, development and marketing of caliper hardware would not be in a position to quickly “go to market” with a competitive and optimally-performing product(s).

29. Brake shims and caliper hardware are key products for Plaintiffs, which help to differentiate NUCAP from its competitors.

30. Through rigorous design, testing and other processes developed over numerous years, NUCAP has become a market leader in the design, development and manufacturing of brake shims and caliper hardware that its competitors (notwithstanding their best efforts) have been unable to replicate.

31. The formulas, processes, materials, standard operating procedures, and methods used by Plaintiffs in the design, development, manufacturing and marketing of its shims and caliper hardware are trade secrets of NUCAP. Only certain and properly cleared NUCAP employees had access to the totality of this information. Bosco was one such employee.

NUCAP's Considerable Efforts to Protect its Trade Secret, Confidential and Proprietary Information

32. NUCAP goes to considerable lengths to protect its trade secrets, confidential and other proprietary information.

33. For example, NUCAP and its affiliates require certain employees (depending on the degree to which those employees have access to NUCAP's trade secret, confidential and proprietary information) to execute Confidentiality and Intellectual Property Agreements. These Agreements provide, among other things, that the employees will not use, disclose, copy or reproduce any information owned, possessed or controlled by NUCAP and/or its affiliates, including but not limited to all information related to developments, inventions, product designs, drawings and specifications, business concepts, hardware, design enhancements, process know-how, strategic planning information, pricing, cost and margin information, financial records or information, marketing information, names of or lists of customers and suppliers, and files and information relating to customer needs.

34. Bosco signed a Confidentiality and Intellectual Property Agreement with Anstro Manufacturing, Inc., now known as Nucap US, on September 2, 2011. *See Exhibit “A”* attached.

35. NUCAP also requires all employees, from the CEO of the company on down, to agree to and abide by NUCAP’s Code of Ethics and Business Conduct (“Code of Ethics”), which requires as a condition of employment, among other things, that employees may not disclose confidential corporate information to anyone outside of NUCAP. The Code of Ethics further states that, even within NUCAP, confidential corporate information should be discussed only with those who have a need to know the information, and that each employee’s obligation to safeguard confidential corporate information continues even after the employee leaves NUCAP. All NUCAP employees, including Bosco, have an absolute obligation to comply with the Code of Ethics as a condition of employment with NUCAP.

36. In addition to securing the agreements of its employees to abide by Confidentiality and Intellectual Property Agreements and its Code of Ethics, NUCAP also requires certain employees, depending on their level of access to NUCAP’s trade secret, confidential and proprietary information – including Bosco – to execute additional agreements (employment and/or non-competition agreements) providing that those employees will keep all such information in strict confidence and, both during and upon leaving the employ of NUCAP, providing that they will not disclose any such information to any third party.

37. NUCAP also takes a number of other steps to prevent its trade secret and other proprietary information from being disclosed.

38. For example, NUCAP limits access to its proprietary databases and information relating to its developments, inventions, product designs, drawings and specifications, business

concepts, hardware, design enhancements, process know-how, strategic planning information, pricing, cost and margin information, financial records or information, marketing information, names of or lists of customers and suppliers, and/or files and information relating to customer needs to a certain subset of employees and, even within that subset, employees are only provided with access to the portions of the databases and information that they need to perform their job duties.

39. NUCAP also takes many other measures to protect its trade secrets and other proprietary information, including but not limited to password protecting its computers, limiting access to electronic data on a “need to know” basis (*i.e.*, only engineers and persons with appropriate and necessary clearance have access to engineering files), limiting remote access to data, maintaining security at its facilities, marking certain documents and data as “confidential” or with similar markings, and cultivating a culture where trade secrets and proprietary information belonging to the company is viewed as one of the NUCAP’s most significant assets, and the protection of the company’s trade secrets and proprietary information is an organizational imperative.

40. All of the steps that NUCAP takes are more than reasonable to maintain the secrecy of its trade secret, confidential and proprietary information.

Bosco’s History at NUCAP

41. Bosco began working for Nucap US in 2009, in connection with NUCAP’s purchase of the business and operations of a company called Eyelet Tech LLC, an entity that was at the time wholly owned by Bosco and a business partner.

42. Bosco’s official title at Nucap US was General Manager but, in actuality, he functioned in a role more similar to an executive or high level officer of the company. Bosco had access to all aspects of the business of Nucap US and was responsible for the day-to-day

supervisory management of the United States operations of Nucap US, a subsidiary of Toronto-based NUCAP.

43. Bosco had supervisory authority over all employees, projects, and products at Nucap US and NUCAP's central office in Toronto entrusted Bosco with substantial authority to run the United States operations for Nucap US.

44. Bosco was the point person for all business dealings and strategy discussions among NUCAP and Nucap US. Put differently, despite his nominal title as General Manager, Bosco had the type of access at Nucap US typically seen in high level executives.

45. Given Bosco's senior role at Nucap US, Bosco was entrusted with trade secret, confidential and proprietary information belonging to NUCAP.

46. The information included details and confidential knowledge of, among other things: (1) supplier contracts; (2) customer contracts; (3) pricing and costing; (4) tools design; (5) parts design; and (6) production rates.

47. Additionally, during Bosco's tenure at Nucap US, he worked closely with and had supervisory authority over employees in both the sales and product development departments.

48. Bosco had access to some of Plaintiffs' most valuable trade secrets and proprietary data, including detailed information regarding NUCAP's design, development, manufacturing, marketing, and sales of shims and caliper hardware.

49. All of these materials were strictly confidential to Plaintiffs and Bosco was made aware (through the various agreements that he signed, NUCAP's Code of Ethics, and otherwise) that the materials were considered trade secret, confidential and proprietary.

Bosco's Termination and Subsequent Affiliation with Preferred

50. Bosco was terminated for cause by Nucap US on January 23, 2012.

51. Following his termination, upon information and belief, at some point Bosco became affiliated with Preferred.

52. Until recently, Preferred was not a competitor of NUCAP.

53. Rather, Preferred was a manufacturing company in the medical and electrical fields, with some involvement in consumer goods.

54. Within the last year, Preferred has decided to expand its business model and attempt to enter the market for the manufacture and design of automotive parts, in competition with NUCAP.

55. Preferred's decision to compete with NUCAP, not so coincidentally in NUCAP's view, comes after or around the same time when Bosco first became affiliated with Preferred.

56. When Preferred first hired away two former NUCAP engineers and product development employees—Carl Dambrauskas and Tom Reynolds—NUCAP sent reminder letters to Preferred, Dambrauskas, and Reynolds in July 2012 informing them of their obligations to NUCAP, specifically with respect to the use or disclosure of NUCAP confidential, trade secret, or proprietary information.

57. While NUCAP had suspicions about Preferred's activities in the aftermath of Preferred's hiring of Dambrauskas and Reynolds, NUCAP did not rush to judgment (or to the courts, for that matter) concerning whether Preferred had actually misappropriated or was threatening to misappropriate NUCAP's trade secrets.

58. The true purpose of Preferred's actions, however, began to come to light in or around October 2013.

59. More specifically, on or about October 6-7, 2013, NUCAP learned that Bosco registered and attended the SAE Brake Colloquium – an annual industry gathering of automotive

and commercial vehicle brake application engineers, researchers and academics involved in all aspects of braking and brake systems – in Jacksonville, Florida. Bosco appeared at the Preferred booth at the convention, and, upon information and belief, was acting as a representative of Preferred.

60. As stated in greater detail below, Preferred and Bosco were displaying “new” products from Preferred that possessed striking similarities with current NUCAP products.

61. Bosco additionally attended meetings with the Preferred team at the Colloquium, during which Bosco, upon information and belief, discussed strategies for the sale, manufacture, design, and marketing of brake products and technologies on behalf of Preferred.

Preferred Products Nearly Identical to NUCAP’s Products Appear on the Market

62. Bosco’s activities at the SAE Brake Colloquium in October 2013 represented the first indication to NUCAP that Bosco and/or Preferred may be preparing to enter the market for designing, developing, manufacturing and/or marketing products competitive with those of NUCAP.

63. In or around Spring 2014, NUCAP learned that Preferred was targeting NUCAP customers with its brand new product line.

64. More specifically, NUCAP obtained a copy of a packet that Preferred sent to one of NUCAP’s customers pitching Preferred’s new product line. *See* Exhibit “B” attached (the name and identifying information of the customer is redacted because NUCAP considers its customer list and identifying information regarding the contact persons of its customers to be its trade secrets, and to protect the customer’s privacy interests).

65. The Preferred “pitch” was made by Carl Dambrauskas – the former Senior Design Engineer of Nucap US who left Nucap US on March 2, 2012, approximately one month after

Bosco left the company, and who (according to his signature block) is the “Director, Business Development” for “Preferred Automotive Components”. *See* Exhibit “B”.

66. The letter from Dambrauskas states:

You may not recognize the company name on the letterhead, but I hope it will become familiar quickly, Preferred Automotive Components, a subsidiary of Preferred Tool and Die, invites you to explore the engineering samples and brochures included in this packet.

Id.

67. In the letter, Dambrauskas touted his experience on behalf of Anstro Manufacturing (now Nucap US):

As you may know, I’ve spent nearly 12 years as a product engineer at Anstro Mfg where I was responsible for the launch of all new products, along with providing engineering support to the sales team. Today I have assumed the role of Director of Business Development for Preferred Automotive Components.

Id.

68. The letter from Preferred (under Dambrauskas’ signature) also hinted at information relating to NUCAP that Preferred offered to “share” with the customer:

We believe that Preferred Automotive Components can offer [CUSTOMER NAME REDACTED] products, service and a **mutually beneficial exchange of information** that you **may not be getting from your current suppliers**.

Id. (emphasis added).

69. Preferred further highlighted in the letter that its “product portfolio” included shims (for now) and could be expected to include caliper hardware as well, *i.e.*, the very products for which NUCAP is known:

We look forward to discussing ways that Preferred’s innovative approach to shim insulators can help [CUSTOMER NAME REDACTED]. As we progress, you can expect PAC to become a supplier of Caliper Hardware kits as well.

Id.

70. Attached to the letter was a product brochure, drawings, material data sheets and samples for shims being offered by Preferred.

71. An analysis of the Preferred product brochure, drawings, material data sheets and samples reveals striking similarities between the “new” Preferred products and current NUCAP products. (Because of these similarities, NUCAP is not attaching the materials attached to the letter to this Complaint so as not to waive any argument that NUCAP has unwittingly disclosed its own trade secret information encompassed within the Preferred materials.)

72. Upon information and belief, the shims that Preferred is offering for sale have been copied, derived from, and/or inspired by NUCAP’s design, development and manufacturing of its own brake shims.

73. Given the difficulty that any new competitor would have in being able to quickly “go to market” with competitive products based on the amount and degree of testing, trial and error and other “normal” steps in the design/development/manufacturing process for these highly technical components, and the fact that Preferred’s product offerings are strikingly similar to NUCAP’s own product offerings, NUCAP believes it is certain and asserts, upon information and belief, that Preferred has benefitted (without authorization) from the trade secret, confidential and proprietary information belonging to NUCAP in the design, development, manufacturing and marketing of Preferred’s brake shims.

74. NUCAP further asserts, upon information and belief, that Preferred’s highlighting of its apparently-soon-to-be-released caliber hardware reflects that Preferred has also benefitted (without authorization) from the trade secret, confidential and proprietary information belonging to NUCAP in the design, development, manufacturing and marketing of Preferred’s caliber hardware.

**COUNT I- THREATENED AND/OR ACTUAL MISAPPROPRIATION OF TRADE
SECRETS PURSUANT TO THE CONNECTICUT UNIFORM TRADE SECRETS ACT,
CONN. GEN. STAT. §§ 35-50 TO 35-58**

All Defendants

75. Plaintiffs incorporate the allegations of all previous paragraphs by reference.

76. Bosco acquired access to and knowledge of NUCAP's trade secrets by virtue of his senior role with Nucap US.

77. NUCAP's trade secrets are not available to the general public, could not originate with another party, were compiled at substantial expense to NUCAP, and derive independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons (including Preferred) who can obtain economic value from its disclosure or use.

78. NUCAP takes substantial and reasonable measures to protect the secrecy of its trade secrets.

79. By virtue of his senior role at NUCAP, Bosco had intimate knowledge of NUCAP's design, development, manufacturing and marketing of NUCAP's brake shims and caliper hardware. Based on Bosco's known affiliation with Preferred; the fact that Preferred was never a competitor of NUCAP; and the fact that Preferred is now suddenly marketing competitive shims and caliper hardware, NUCAP believes and avers, upon information and belief, that Defendants are using and/or are threatening to use the trade secret information of NUCAP in the design, development, manufacturing and marketing of competitive products, without NUCAP's express or implied consent.

80. Defendants' conduct has been willful and malicious and undertaken with reckless indifference to NUCAP's rights.

81. By virtue of Defendants' actual and/or threatened misappropriation of trade secrets, NUCAP is suffering and/or is at risk of suffering immediate and irreparable harm.

82. As a result of the foregoing conduct, NUCAP has suffered damages in an amount to be proven at trial.

COUNT II – BREACH OF CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

Defendant Bosco

83. Plaintiffs incorporate the allegations of all previous paragraphs by reference.

84. Defendant Bosco entered into a valid, binding and enforceable contract with Plaintiffs, the Confidentiality and Intellectual Property Agreement. *See* Exhibit "A".

85. The Confidentiality and Intellectual Property Agreement was supported by adequate consideration and Plaintiffs have satisfied all conditions precedent, if any.

86. Upon information and belief, Defendant Bosco breached the terms of the Confidentiality and Intellectual Property Agreement by, among other things, disclosing "Confidential Information" (as that term is defined in the Confidentiality and Intellectual Property Agreement) to Defendant Preferred without authorization.

87. By virtue of Defendant Bosco's breach, NUCAP is suffering and/or is at risk of suffering immediate and irreparable harm.

88. As a result of the foregoing conduct, NUCAP has suffered damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment and relief against Defendants as follows:

- a. For an injunction prohibiting Defendants from engaging in any activities that have caused, will cause and/or are threatening to cause irreparable harm to Plaintiffs;
- b. For compensatory damages in an amount to be proven at trial;
- c. For punitive damages in an amount to be proven at trial, based on Defendants' actual and/or threatened misappropriation of trade secrets;
- d. For attorneys' fees and costs incurred in connection with this action; and
- e. For such other and further relief as the Court may deem equitable and proper.

PLAINTIFFS,
NUCAP INDUSTRIES INC.
and NUCAP US INC.

By /s/Stephen W. Aronson

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and	:	
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STATEMENT OF AMOUNT IN DEMAND

The amount in demand in the this action is greater than FIFTEEN THOUSAND DOLLARS (\$15,000.00), exclusive of interest and costs.

PLAINTIFFS,
NUCAP INDUSTRIES INC.
and NUCAP US INC.

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Exhibit A

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

As a condition of your employment, or continued employment, with Anstro Manufacturing, Inc., a wholly owned subsidiary of NUCAP Industries Inc. (the "Company") you agree as follows:

CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" means all information owned, possessed or controlled by the Company and/or its affiliates including, without limitation, all information related to developments, inventions, product designs, drawings and specifications, business concepts, hardware, design enhancements, process know-how, strategic planning information, pricing, cost and margin information, financial records or information, marketing information, names of or lists of customers and suppliers, files and information relating to customer needs, howsoever received by you from, through or relating to the Company and/or its affiliates and in whatever form (whether oral, written, machine readable or otherwise), which pertains to the Company and/or its affiliates; provided, however, that the phrase "Confidential Information" shall not include information which:

- (a) was in the public domain prior to the date of receipt by you;
- (b) is properly within your legitimate possession prior to its disclosure hereunder, and without any obligation of confidence attaching thereto; or
- (c) becomes part of the public domain by publication or otherwise, not due to any unauthorized act or omission on your part.

You acknowledge that the Company has a legitimate and continuing proprietary interest in the protection of its Confidential Information. Consequently, you agree not to make any unauthorized use, publication, or disclosure, during or subsequent to employment by the Company, of any Confidential Information, generated or acquired by you during the course of employment with the Company, except to the extent that the disclosure of such Confidential Information is necessary to fulfill your responsibilities as an employee of the Company. Your obligations in respect of the Company's Confidential Information shall survive the termination of employment, for any reason. The use, publication or disclosure of the Confidential Information for any matter unrelated to your responsibilities as an employee may only be authorized by the global Executive Team.

Other than for internal purposes, you further covenant and agree not to copy, make notes of, draw, photocopy, take photographs, or in any other manner reproduce or cause reproductions to be made of any Confidential Information, including but not limited to plans, specifications, formula, instructions or any other documents relating to the manufacturing process, research and development or of any other aspect of the business of the Company.

You acknowledge that the Confidential Information is the sole property of the Company and you further recognize the value to the Company of the Confidential Information.

Nothing contained herein shall be construed as obliging the Company to disclose to you any Confidential Information related to the business.

INTELLECTUAL PROPERTY

For the purposes of this Agreement, "Developments" means any discovery, invention, design, improvement, concept, design, specification, creation, development, treatment, computer program, method, process, apparatus, specimen, formula, formulation, product, hardware or firmware, any drawing, report, memorandum, article, letter, notebook and any other work of authorship and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:

- (a) Result or derive from your employment with the Company or from your knowledge or use of Confidential Information;
- (b) Are conceived or made by you (individually or in collaboration with others) in the course of your employment;
- (c) Result from or derive from the use or application of the resources of the Company; or
- (d) Relate to the business operations of actual or demonstrably anticipated research and development by the Company.

For the purposes of this Agreement, "Intellectual Property Rights" means all worldwide intellectual and industrial property rights in connection with the Developments including, without limitation:

- (a) Patents, inventions, discoveries and improvements;
- (b) Ideas, whether patentable or not;
- (c) Copyrights;
- (d) Trademarks;
- (e) Trade secrets;
- (f) Industrial and artistic designs; and
- (g) Proprietary, possessory and ownership rights and interests of all kinds whatsoever;

including, without limitation, the right to apply for registration or protection of any of the foregoing.

All rights, titles and interests in or to the Developments shall vest and are owned exclusively by the Company immediately on its creation and regardless of the stage of its completion. You irrevocably grant, transfer and assign to the Company all of your rights, title and interest, if any, in any and all Developments, including rights to translation and

reproductions in all forms or formats and all Intellectual Property Rights thereto, if any and you agree that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit.

At all times hereafter, you agree to promptly disclose to the Company all Developments, to execute separate written transfers or assignments to the Company at the Company's request, and to assist the Company in obtaining any Intellectual Property Rights in Canada, the United States and in any other countries, on any Developments granted, transferred or assigned to the Company that the Company, in its sole direction, seeks to register. You also agree to sign all documents, and do all things necessary to obtain such Intellectual Property Rights, to further assign them to the Company, and to reasonably protect the Company against infringement by other parties at the Company's expense with the Company's prior written approval.

You shall keep complete, accurate and authentic information and records on all Developments in the manner and form reasonably requested. Such information and records, and all copies thereof, shall be the property of the Company as to any Developments assigned to the Company. On request, you agree to promptly surrender such information and records. All these materials will be Confidential Information upon their creation.

You hereby irrevocably waive, in favour of the Company, its successors, assigns and nominees, all moral rights arising under any applicable copyright legislation as amended (or any successor legislation of similar effect) or similar legislation in any applicable jurisdiction, or at common law, to the full extent that such rights may be waived in each respective jurisdiction, that you may have now or in the future with respect to the Developments.

ADDITIONAL TERMS

The terms, obligations, and covenants of this Agreement shall be binding on you for the duration of your employment with the Company. You acknowledge that monetary damages alone will not adequately compensate the Company for breach of any of the covenants and agreements herein and, therefore, you agree that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof. Should such action become necessary to enforce the terms of this Agreement, you agree that the Company is entitled to recover from you the legal costs associated with this litigation.

If any provision of the Agreement shall be determined to be invalid or otherwise unenforceable by any court of competent jurisdiction, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby.

This Agreement constitutes the entire Agreement and understanding between the Company and you concerning the subject matter hereof. No modification, amendment,

termination, or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions.

This Agreement shall be binding upon you irrespective of the duration of your retention by the Company or the amount of your compensation. Your obligations under this Agreement shall survive the termination of your employment with the Company irrespective of the reason for such termination and shall not in any way be modified, altered, or otherwise affected by such termination.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned.

ANSTRO MANUFACTURING, INC.

Per: _____
Name: _____
Title: _____

Accepted and agreed as of the 2 day of Sept, 2011.

Eva E. Meyer
Witness

)
)
)
)
)
)
)
Robert R. Basco
Print Name: Robert R. Basco

Exhibit B

Carl Dambrauskas
30 Forest Parkway
Shelton, CT 06484
April 24, 2013

Dear [REDACTED]

You may not recognize the company name on the letterhead, but I hope it will become familiar quickly. Preferred Automotive Components, a subsidiary of Preferred Tool and Die, invites you to explore the engineering samples and brochures included in this packet.

As you may know, I've spent nearly 12 years as a product engineer at Anstro Mfg where I was responsible for the launch of all new products, along with providing engineering support to the sales team. Today I have assumed the role of Director of Business Development for Preferred Automotive Components.

We believe that Preferred Automotive Components can offer [REDACTED] products, service and a mutually beneficial exchange of information that you may not be getting from your current suppliers.

We look forward to discussing ways that Preferred's innovative approach to shim insulators can help [REDACTED]. As we progress, you can expect PAC to become a supplier of Caliper Hardware kits as well.

Please feel free to review the samples and brochure included in this packet. I look forward to hearing from you in the future. I have attached my card with my contact info.

Sincerely,



Carl Dambrauskas
Director, Business Development